

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000005762**  
**Lathrop, Claire Band Mill Inc**  
**dba Lathrop Forest Products**  
**PO Box 268**  
**Bristol VT 05443**  
**USA**

**Phone #:**

<b>Contract ID</b> 0000000000000000000015587		<b>Page</b> 1 of 3
<b>Contract Dates</b> 08/01/2009 to 07/31/2010		<b>Origin</b> CP
<b>Description:</b> WOODCHIP-CMPJOHNSON/MIDDLEBURY		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Laraway, Elizabeth	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9890	WOOD CHIPS FOR FUEL (SEE ITEM SPECS)			0.00	0.00

CAMP JOHNSON/COLCHESTER PRICE PER TON: \$54.00  
MIDDLEBURY PRICE PER TON: \$52.00

MATERIALS: WOODCHIPS ARE TO BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD OR SOFTWOOD WILL BE CONSIDERED. WHOLE TREE CHIPS SHALL BE PROVIDED WHICH CONFORM TO MOISTURE CONTENT REQUIREMENTS AND ARE FREE OF DIRT, ROCKS, TWIGS, STICKS AND SAWDUST. ALL CHIPS SHOULD FIT THROUGH A 1 1/2 INCH SCREEN. UNACCEPTABLE CHIPS WILL BE REJECTED BY THE STATE AND REPLACED BY THE CONTRACTOR AT NO COST TO THE STATE.

MOISTURE CONTENT: THE PRICE QUOTED SHALL BE BASED ON NET TONS AT 40% MOISTURE CONTENT +/- 5%. THE VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES PERSONNEL WILL ALSO CHECK THE MOISTURE CONTENT USING THE FOLLOWING PROCEDURE; TWO SAMPLES FROM EACH DELIVERY VAN WILL BE WEIGHED BEFORE AND AFTER COMPLETE DRYING IN A MICROWAVE OVEN.

PRICE QUOTED: THE PRICE QUOTED SHALL INCLUDE ALL TRANSPORTATION CHARGES FULLY PREPAID TO THE DELIVERY LOCATION, AND WILL BE BASED UPON THE DELIVERY SLIPS, AND ADJUSTED FOR MOISTURE CONTENT IF THE ACTUAL IS LESS THAN 25% OR MORE THAN 45%. FOR EXAMPLE A 23 TONE LOAD AT 55% MOISTURE WILL BE BILLED AT 20.7 TONES ( $45\%-55\%=10\%$   $23 \times 10\% = 2.3$   $23-2.3=20.7$ ).

CHIPS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS LISTED BY LOCATION AND WILL BE UNLOADED BY THE CONTRACTOR. DELIVERIES WILL BE MADE UPON THE REQUEST OF OUR HEATING PLAN SUPERVISOR OR HIS DESIGNEE.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE A SELF UNLOADING TYPE, TRAILERS WILL BE UNLOADED BY DELIVERY PERSONNEL WITH ALL CHIPS DELIVERED INTO THE STATE'S STORAGE FACILITY.

SCALE SLIPS: SCALE SLIPS SHALL BE PROVIDED WITH EACH LOAD, EACH SLIP SHALL SHOW THE GROSS WEIGHT OF THE TRUCK, TRAILER AND CHIPS IN ADDITION TO THE TARE WEIGHT OF THE EMPTY TRUCK AND TRAILER. IF SCALES ARE NOT AVAILABLE THEN THE LOAD WILL BE ESTIMATED BASED ON THE PREVIOUS 5 DELIVERIES. IN LIEU OF TARE WEIGHTS FOR EACH LOAD THE STATE WILL ACCEPT A SCHEDULE OF TRUCKS AND TRAILER TARE WEIGHTS AT THE BEGINNING OF EACH HEATING SEASON.

AVAILABILITY: THE CONTRACTOR SHOULD MAKE PROVISIONS TO BE ABLE TO DELIVER THE SPECIFIED WOOD CHIPS AT ANYTIME DURING THE HEATING SEASON AND TO THAT END SHOULD HAVE A SOURCE OF WOOD AVAILABLE DURING TIMES WHEN THE BACK ROADS ARE POSTED WITH WEIGHT RESTRICTIONS.

ALTERNATE SOURCES: IF THE CONTRACTOR FAILS TO DELIVER A LOAD OF CHIPS WITHIN THE TIME REQUESTED, FOR ANY REASON (EQUIPMENT MALFUNCTION, ROADS UNSUITABLE FOR HAULING) THE STATE RESERVES THE RIGHT TO OBTAIN CHIPS FROM ANY SUPPLIER WHO CAN DELIVER. IF THE CONTRACTOR IS NOT GOING TO BE ABLE TO MAKE A DELIVERY IT WOULD BE DESIRABLE TO NOTIFY THE CONTACT PERSON AS SOON AS POSSIBLE SO OTHER ARRANGEMENT CAN BE MADE.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM ALL SALES AND FEDERAL EXCISE TAXES. THE CONTRACTOR AGREES TO PAY ALL VERMONT TAXES WHICH MAY BE DUE AS A RESULT OF THIS CONTRACT.

COLCHESTER/CAMP JOHNSON: 789 VERMONT NATIONAL GUARD ROAD, BUILDING 6, CAMP JOHNSON, COLCHESTER, VT 05446. CHIPS ARE TO BE DELIVERED MONDAY THROUGH FRIDAY 7:30 AM-4:00 PM. CHIPS ARE TO BE DELIVERED TO THE WOOD FUEL STORAGE BUILDING LOCATED ACROSS THE DRIVE FROM THE HEATING PLANT BAY. A LIVE BOTTOM TRAILER WILL BE REQUIRED. ALL TRANSPORTATION EXPENSES WILL BE COVERED BY THE CONTRACTOR. MAINTENANCE WILL ORDER AS NEEDED AND WILL SET UP A DELIVERY TIME WITH THE SUPPLIER. DELIVERY DATE AND TIME SHOULD BE CLEARED WITH PLANT ENGINEER. ESTIMATED TONNAGE PER YEAR 370

MIDDLEBURY: COURTHOUSE, 7 MAHADY COURT, MIDDLEBURY, VT 05753. CHIPS TO BE DELIVERED MONDAY THROUGH FRIDAY 7:30 AM-1:00 PM. CHIPS TO BE DELIVERED TO A 30 TON UNDERGROUND STORAGE BIN LOCATED ON THE NORTH SIDE OF THE BUILDING VIA A LIVE BOTTOM TRAILER. EACH DELIVERY WILL REQUIRE DROPS AT BOTH END OF THE BIN. A KEY TO THE DOORS WILL BE PROVIDED. ALL TRANSPORTATION EXPENSES WILL BE COVERED BY THE CONTRACTOR. DELIVERIES WILL BE REQUESTED APPROXIMATELY ONE (1) WEEK IN ADVANCE OF NEED. DELIVERY DATE AND TIME SHOULD BE CLEARED WITH THE PLANT ENGINEER. ESTIMATED TONNAGE PER YEAR 150

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THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR WOODCHIPS ISSUED JULY 7, 2009 AND VENDOR'S RESPONSE DATED JULY 16, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS UPON MUTAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY  
PURCHASING AGENT  
802-828-4658  
FAX # 802-828-2222  
[betsy.laraway@state.vt.us](mailto:betsy.laraway@state.vt.us)

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_